with her husband in a conveyance containing a release of Dower, it should be a valid release without any examination or certificate. Though we find it said in *Miller* v. *Wiley*, 16 C. P., p. 542, "If she disposed of her right to Dower in the lifetime of her husband through whom she claimed it, she could only do so by a deed to be executed by her jointly with her husband," still we find the same learned judge who used these words, when speaking of the same question in *Miller* v. *Wiley*, 17 C. P. 372, (after referring at the beginning of his judgment expressly to the case in 16 C. P.) saying' "We express no positive opinion" on the question. The 37 Geo. III., cap. 7, manifestly gives her power to part with her interest without the joining of her husband, and that act was not repealed, but forms part of cap. 84, of C. S. U. C. Whatever argument in support of the view expressed in *Miller* v. *Wiley* might be founded upon the wording of the 2 Vict., cap. 6, is well answered by Robinson, C. J., in *Howard* v. *Wilson*, 9 U. C. R. 450· "I see nothing," says the learned Judge, "in any of the Acts, which makes a married woman less capable now of releasing her Dower by deed executed by herself alone, than she was by 37 Geo. III., cap. 10, which enables her to release her Dower by deed executed by herself, and makes her conveyance as effectual as if a fine had been levied." And, referring particularly to 2 Vict. cap. 6, the learned Chief Justice remarks that it was not restrictive, but enabling, in its provisions. "If before this Statute she could by a deed, executed by herself only, have released her Dower, provided an examination took place and a certificate were given in regard to her free consent, I cannot see that this clause would have disabled her from afterwards releasing in the same manner." And, indeed, its effect seems to be merely this, that where the husband joined, the examination and certificate were dispensed with. See also *Hill* v. *Greenwood*, 23 U. C. R. 404, where it was held that the 2 Vict. cap. 6, sec. 3, was not confined to deeds by which the husband conveys his interest in the lands; and *Bogart* v. *Patterson*, 14 Gr. 624. And in such a case also there must have been express words in the deed conveying or releasing the right. It would not pass as incident to the husband's estate merely from the wife's joining, though where the deed failed to take effect, by reason of the husband's having no interest to convey, or was void by reason of fraud, the dower would not pass even when express words were used in the deed. This arose from a want of intention to assign the interest as a distinct species of property or otherwise than as incident to the husbands estate. See *Miller* v. *Wiley*, 17 C. P. 308, where it was so held. But in this case, which was an action of dower, the tenants claimed adversely to the deed by which they contended that the demandant had parted with her right; and therefore they were precluded from saying that she was estopped by it. And the judgment expressly avoids the question now under examination; see also *Bank of U. C.* v. *Thomas*, 2 E. & A. 502. Still Mr. Justice Wilson's *dictum* only relates to the mode of conveyance. It does not disprove the proposition that the right is a distinct species of property and a negotiable one.

We now come to the consideration of C. S. U. C. cap. 90, by which (sec. 5) "a contingent, an executory and a future interest, and a possibility coupled with an interest in land" were made assignable. If this interest can be brought within the wording of this Act, no doubt can exist as to its being subject to execution. Some writers have thought that where the object of a contingent interest was not ascertained, the interest was a mere possibility; but became coupled with an interest when the *person* became fixed.